BOARD OF SELECTMEN MEETING MINUTES 11/23/10

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The Board of Selectmen met in the Town Hall, Joseph F. Bilotta Meeting Room as scheduled with Paula Bertram, Steven M. deBettencourt, Ernie Sund, Tom Alonzo, Dave Matthews and Town Manager Kerry Speidel present. Meeting opened at 7:00 P.M. with the Pledge of Allegiance.

PUBLIC COMMENT

Tom wished everyone a special Thanksgiving.

Dave noted that next week is Special Town Meeting and urged everyone to attend.

ANNOUNCEMENTS

APPOINTMENTS

1. 7:15 PM Liquor License Applications, Public Hearing Continued from 11/16/10 - Reconvened Public Hearing on the two liquor license applications from November 16, 2010:

1) Alliance Energy LLC, d/b/a Mr. Mikes for a Wine & Malt License. This license is be exercised at 131 Massachusetts Avenue, Lunenburg MA.

Per Kerry the outstanding issue is that we were waiting for the CORI to be forwarded to the town.

2) Central Mass Gardens for a Wine & Malt License. This license is to be exercised at the premise located at 621 Chase Road, Lunenburg MA.

Per Kerry, the tax issue has been resolved, noted that office is still waiting for return of the CORI check.

Tom has sent an email to both the State Senator and Representative asking them to lobby to remove the cap (quota) on number of licenses allowed as we, as licensing authority should be able to grant and shouldn't be put in a position to have to deny when we feel they are good business owners.

Dave noted that it's really challenging to pick one establishment over the other and is unsure as to which way to go. Ernie concurred and visited both establishments this week. Noted two separate areas of retail, one tied to of an established gift shop and the other is an established retailer. One is in one area of town that is very rural and the other is more of an urban setting. Noted that there are a number of establishments in close proximity to Mr. Mike's that sell alcoholic beverages as such he is inclined to give the license to Central Mass Gardens as this area has no alcoholic licenses in the area and hopefully we'll be able to obtain another license from the State and be able to grant to Mr. Mikes.

Steve noted that ideally, it would be to give out the two, but we don't have that option. Noted, that he initially was the one to put out the idea of having establishments on the outskirts. Many of the beer and wine licenses are set up as conveniences; and noted Whalom Variety. To put out by Central Mass doesn't feel would be in the best interest to be used as a convenience, sees a lesser use than what is available at the gas station / variety store and feels that this would be a better use of the license.

Tom mentioned last license was rejected exactly for the reason that Mr. deBettencourt said and this doesn't make sense as there is no one (establishment) on Route 13 in that location. Would like to take a shot at putting something that isn't readily available and to promote unique facilities is something that he would like to do and for that reason, would be in favor of supporting a license for Central Mass.

Paula thinks that this is a matter of convenience and for that reason would vote to put the license at Mr. Mike's. She will support having the special legislation to allow the board granting more licenses.

Dave noted that just geographically and for a new value to the town, he would motion to grant license to Central Mass, Tom seconded, Dave aye, Tom aye, Ernie aye; Steve and Paula no.

2. 7:30 PM Pedlar's License for Richard Woods d/b/a Rick's Foods – Per Kerry, we are still waiting for the food service permit and satisfactory CORI check. Mr. Richard Woods has submitted an application for Pedlar's License to operate (Harold Woods (brother) would be operating the mobile unit) a mobile food service at 84 Lakefront Ave. (RG Scooters). Mr. Woods also provided a document from Rhonda Newman, owner of RG Scooters giving him permission to operate at her location and to use that location as a base of operations. The permission also allows Mr. Woods to receive, store and prepare perishable food items at this location and utilize restroom facilities at this location. They will be selling hotdogs, homemade sandwiches and soups. He will be preparing the foods at RG Scooters during the evening hours and hope to also have operational in the morning. Ernie motion to approve contingent upon satisfactory CORI check and food service permit, Steve seconded voted unanimously to approve.

3. 7:45 PM Trish Domigan, VHB, Summer Street Alternatives Analysis -

Kerry informed the board that for more than a year, we have been working on identifying funding for the design portion of the Summer Street Road Reconstruction project. We need to move forward on one or more aspects of the design in order to move from the Appendix of MRPC's Transportation Improvement Plan to a specific funding year. The last time you met with the Engineer, you asked her to prepare a Scope of Work for an Alternatives Analysis, which is one aspect of the project design. The Alternatives Analysis will allow us to more precisely define the construction project, which could have a significant impact on the total project costs. Attached is the requested Alternatives Analysis composite. May be possible to pursue with the City of Fitchburg and noted that any contract would come back to the board.

Kerry informed the board that she also had a very positive meeting earlier this week with the Engineer, the State Permitting Ombudsman, DPW Director and representatives from the Cities of Fitchburg and Leominster. The Permitting Ombudsman was very interested in the project and has pledged her support of it. She will be working with us to secure additional funding for the design. Last year, we submitted a grant application to MRPC for survey work related to this project. The application was rejected as MRPC determined that the request was outside of the scope of the grant program. The State Permitting Ombudsman actually oversees this particular grant program and she advised us that the survey work is eligible. She will be calling MRPC to advise them of this project's eligibility. The filing period for this grant is now open for the current fiscal year and we will be resubmitting an application within the next few days.

Trish noted that the stretch of road in Leominster is residential and as such they, VHB, would not be proposing an alternative analysis for that section, whereas the Fitchburg stretch of the roadway is very similar to Lunenburg.

Paula estimated design fee is \$600,000 and noted that when we get the final street scape concept and whether this would reduce the cost of the design and per Trish until they have a definitive answer on what they would be designing, she really couldn't say. Paula questioned how this would tie in with the grant programs available with the state and per Trish the state has now consolidated the grant program structure into one program, twice a year, once in September the other opportunity is working with Congressman Olver's office to see if there may be federal funding available.

Per Kerry, the funding that goes through MRPC, through the TIP Program, and it is highly unlikely that they would have funding available to the town until 2014.

Paula noted that one of her concerns is the peak flow during the weekends as there is a major retail component and this proposal specifies two 48 hour counts, would like to ensure that a weekend count is included and per Trish are able to include a weekend count. Dave questioned if there are going to be any borings and per Trish as part of the full build design there will be test holes dug and analytical design the engineers cost is tied directly into the scope. This (Alternative Analysis) is a component that could be taken out of the overall design contract there will be two public outreach meetings in Lunenburg and because Fitchburg wants to be included, the proposal will be reduced by about \$5,000 as you would be sharing the cost of the traffic analysis. The grant that the town previously applied for was for the survey, the length of the roadway and this is what the town will re-apply for through MRPC. There is a second grant opportunity with the state and she is putting together a package so that the town can go to MASS Development to request funding.

Tom noted that it's good to get alternatives up front and has no problem with the scope of services. Think it's good to keep progressing with this as without the State's help doesn't see how we could get this accomplished.

The cost is \$56,000 and Kerry is requesting that this expenditure be funded through a Free Cash Appropriation at the Special Town Meeting later this month. Noted that the reason we have free cash available is due to the fees that were collected at the local level with respect to the TriTown development and Emerald Place.

4. 8:00 PM Colonial Power Group – Municipal Aggregation – Kerry provided a copy of the draft Municipal Aggregation Plan which will be officially submitted to the Department of Energy Resources for consideration, if and when, Town Meeting declares its intent to aggregate its electric load as a requirement of state law. We have recently learned from DOER that we should have a public hearing which will be scheduled for next month.

Brian Murphy, of Colonial Power Group was present and noted that the first item that needs to be taken care of is town meeting vote and then the plan which is before the board tonight. Key component is the involvement with UNITIL and they have been very good at assisting the town with this process.

Paula noted the projected timelines for DPU approval and what does Brian see as to how quickly this would take to get approved. Per Brian, would plan for three months and you'll generally get the answer that the town is looking for. Within a month of filing, DPU will hold their own public hearing so in effect you will be having two public hearings one in town and the other at DPU. Would also have to go through the process of soliciting bids from suppliers and would envision this taking until June of 2011.

Paula has a concern about the negotiations being conducted solely by Colonial and wants to be sure that the board is an active participant within the bid process. Per Brian, it's basically about the price and this is something that Ms. Speidel will be involved with on a daily basis, the negotiations, Colonial will be working out with the town as to how a master template contract will look and be approved by the board.

Tom questioned when does Brian foresee the town getting the benefits for the town and per Brian they are shooting for June 2011.

5. 8:15 PM Chriztine Foltz, **Historical Commission**, **Jones House** – Chriztine Foltz of 284 Lancaster Ave. presented information to the board regarding the article on Special Town Meeting for the sale of the Jones House property as follows:

A few years ago a selectman (Mr. Mathews) questioned - why the Town of Lunenburg owned a property that we were renting; it was in reference to the Jones house. The Lunenburg Historical Commission, in consultation with the Selectmen, took this as a call to study its history and potential. As a result of our research, the Commission has come to recommend that the Town sell this property, which is why it is coming up as an article at town meeting next Tuesday.

The Jones House is a unique, historical, residential structure. It was originally built in 1835 as a 2 story schoolhouse, it was purchased by Major George Jones, where it gets its name, and moved from the Lower Common to its present site at 42 Main Street where it is nestled between the Chester Mossman Teen Center and the original Congregational Church. The Jones House is one of Lunenburg's most significant historical houses, as it was the home of the nationally known horticulturist and botanist Luther Burbank from 1872-1875. Its historical provenance comes from the fact that the first "Burbank" russet seed potato was grown in the garden attached to the property, where "Kid's Kingdom" is now located, and this seed potato was then taken west by Mr. Burbank.

Lunenburg has owned this property since 1945, and as a landlord we have shown benign neglect as adequate maintenance has not been provided by the Town, including the exterior which has not been painted since 1987. In reality, we have not spent the necessary money to maintain the house, nor have we made money on this house through taxation. At the moment the house is in a state of decay

that needs immediate attention, which in today's economy the Town would be hard pressed to afford.

The Historical Commission recommends the sale of this property and has created a Request for Proposal to do so, to protect its historic value to the Town. In the RFP are protective covenants that the buyer would have to agree to as conditions of the sale and are stated in the scope of work. The major points are that this house and barn may never be demolished and that the exterior façade must be rehabilitated to its original period look and thus be preserved, but the interiors may be modified as the buyer desires.

The sale of the Jones House, the Historical Commission believes, would be a viable, cost effective, solution that would remove the Town from being the landlord of this historic property and return it to the tax rolls. The sale and RFP would initiate the protection of one our community's most significant historical properties and in so doing would enhance the center of our town.

Paula expressed appreciation to members of the Historical Commission for all the work that they've done to assist the board in putting this property back on the tax rolls.

Dave noted that this property has always struck him as such as embarrassment and the way it stands now is through sheer neglect, we

could never afford to bring it back.

Tom agrees with the Chair and Mr. Matthews and the key to getting this accomplished is hitting the right market so that it remains the historical treasure in this town. Kerry informed the board that we have a list of five interested parties that have followed this very closely and there are responsible people that are looking at this property.

Ernie also expressed appreciation to all the members of the Historical Commission.

CURRENT BUSINESS

1. PACC Update, Introduction of Coordinators –Martha Cheesman Chair of the Public Access Cable Committee (PACC) and member Fred Crellin introduced recently hired Coordinators Joann McLaughlin as Administrative Coordinator and John Gugarty as Production Coordinator for the PACC. The Committee is hoping to get more programs scheduled and moving forward with productions for the Public Access television station. Also introduced Michael Wahlman of 42 Houghtons Mill Road, a student who is interested in being a member of the PACC Committee.

Michael is interested in the video taping and is involved with the video club, hopes to pursue as a career.

Dave motion to appoint Michael Wallmann Tom seconded, voted unanimously.

John would like to get a base of operations to set up, studio space where members of the community can come for training and to produce programming and supplementing with town and government events.

Joann McGlaurglin, has worked in Shirley Public Access for past 6 years and her plan is to reach out to community to find out what their needs are to make the channels better.

Tom noted that he was very excited and thinks that this is a wonderful opportunity for the town and would encourage boards contact them so that they can have their meetings televised.

John informed the board that they have done some initial looks at the Brooks House and hopefully by January 2011 may be able to get up and running with a studio in that location. Hope to be able to eventually be able to televise various sporting events and this should be accomplished within six months.

Ernie expressed appreciation to members of the PACC for so actively recruiting applicants. Tom also recognized John Dextraze as he's been working in the studio for years; he's been here for all the debates, special meetings and has done an impressive job for the town.

2. Request for Permanent Closure of Holman Street at bridge - Kerry has received a response from both the Fire and Police Chief and they don't have an issue with closing the street at the bridge. DPW Director Jack Rodriquenz came before the board to inform them of the plan for sanding and plowing the road during winter operations and they have been granted permission to use the driveway of Saundra Lane as a turnaround. Don't see this as setting a precident, noted number of streets that are accepted roadways and in one form or another are without appropriate turn arounds or cul de sac.

Paula noted the cost of repairing was going to be cost prohibitive and questioned estimates to have repaired. Per Jack we had one estimate at approximately \$5,000 and noted that one of the property owners, Steve Whitman who is also an engineer noted at the prior meeting the number of road repairs which would be cost prohibitive. Noted that the time to plow and sand would be neglible and would like to proceed with having a letter on file with a sketch showing the area and that she's agreeable to this. Ernie noted the signage on Route 13 and would like to see this moved out more towards Route 13. Per Jack they intend to place signage along Route 13 south bound and plan on getting in some permanent signage and located in a better place.

Dave's concern is long term and would like to legitimize and need to make sure that we're doing more for notification than what we're doing currently. Personally in favor and would like to have a public hearing on this. Tom concurred and echo's Mr. Matthews concerns and at this time wouldn't be in favor and would like to have the proper turn arounds at the end of the street. Per Jack it doesn't appear at this time that we have enough area for a turnaround. Paula would like to get some diagrams and perhaps could get through GIS as she doesn't want to find herself in a situation where we find ourselves in a liable position. Ernie agrees that we need to have the easements in place before the board takes a final vote. Tom noted that we should at least follow our own zoning and protocol. Paula noted that if this were to be in accordance with zoning there would be a large area in order to do this and for this reason would like to have maps, GIS available to the board before the public hearing. Town does have structural reports on the integrity of the bridge and will be provided to the board. Jack noted that we have received about \$4,000 from FEMA to repair the bridge.

Steve didn't see the information on why the bridge was closed, was it a catastropic failure. Questioned why we can't get the repairs done and open the bridge again. Jack noted that this is not a bridge that is regularly inspected by MASS DOT. FEMA's statement is that they would only give us enough money to make us whole, not to address structural integrity of the bridge. It's more that just putting the granite back as we now have to address the lines of site. Per Steve, this looks more like a culvert than a bridge. Jack is all for putting together if this is what the board suggests, but noted that we have to be concerned about the structural integrity.

Paula would like to see the information from VHB, the FEMA report, GIS to review.

3. Minutes - None

Warrants - #29 11, 11/24/10 - \$146,813.39, #11P 11, 11/24/10 - \$672,182.12, #28 11, 11/23/10 - \$621,409.04 and 2nd Qtr Water, 11/23/10 - \$486.90 reviewed and signed.

Action File Issues -

Tom mentioned that a resident that on Lancaster Ave and Route 2A and questioned the marking on Lancaster Ave. whether it's two or one lane and would like to have this looked into and if there enough width to have a turning lane. Dave also noted the striped area on Lancaster Ave. and that if this area were straightened out, would be less confusing. Ernie also noted that that the area where Leominster merges onto Lancaster Ave. is another issue. Steve, Whalom Road was missed on all lines and particularly in the area of the new rotary, would like to see that a double line is installed. Also, noted the "S" curves on West Street and would like to see this area re-striped as he believes that it is a bad situation. Kerry will have DPW Director look into this and discuss whether he is comfortable with these corrections or whether we should have an engineer look into these. Ernie also noted the area of Pioneer Drive coming into Leominster Shirley Road and the site line because of the bushes.

4. Committee Updates -

- > Dave school committee met last week and in early budget stages. They have worked out a fee arrangement for people who use the gyms and work through the Parks Department to pay for the utilities.
- > Tom Finance Committee met on Thursday and discussed at length the budget recommendations and the police cruiser and took a final vote to recommend approval for the two base vehicles. They followed Town Manager's recommendation of everything else. Their thought was to accelerate what the police department would have been seeking in May and instead will be asking for the purchasing of the vehicles in March.
- Paula update on Unitil meeting on November 18th, spoke on the vegetated management plan. Currently are planning for the 2011 plan and expect to have available at the end of January. Have not received any negative feedback from DPU on the management plan. Currently we're on a 5 to 7 year plan and they are proposing accelerating to a 3 5 year plan. Stressed that we need to have a planning strategy session on the aggregation plan, should this be approved. Pearl Brook will be receiving \$43,000 in energy efficiency rebates. There is a first responser gas luncheon scheduled for December 15th at the Mariott, and Chief Glenny and Chief Bourgeois as will Kerry will be attending and if any members of the board are interested in attending to let either Kerry or Laura know. With respect to the solar energy benefits there is a virtual metering cost which will then be passed on to the rate

Dave questioned who would be building the facility and per Tom we would be going through an RFP process. Ernie also noted that there is some state funding that may be available. Paula noted that she has a concern with the town lowering their energy bill and the cost being transferred to the residents. She has asked for a summary on this and would like to provide the board with more information once received. Unitil is also conducting an energy audit on the Town Hall and the Ritter Building which should be completed within 60 days. Also, the issue of pole lights and the process that can be done at Unitil's end to stream line this and will publicize the information from Unitil on the proper process to be followed. Should usually take 7 to 10 business days and if the situation has not been taken care of by then, to call Unitil and report once again.

Tom totally disagree that they (Unitil) even have a 5 to 7 year plan, but he is glad that they are advancing this. Questioned whether they spoke at all on the audit that they are supposed to have in place as a result of the ice storm of 08. Paula has not received anything on this, but will discuss at their next meeting and agrees with Tom with respect to the vegetated management plan. Very concerned about the potential rate restructuring.

Tom noted that the one thing that's missing from this process is that the town is being bypassed, especially if they do not respond. He feels the resident should be in touch with the town and we should ensure that we do the follow up that they have corrected. Per Kerry we initially got involved because the residents were calling and weren't getting results and feels that Unitil would be willing to provide a report. Tom's concern is the safety of the town and that at some place there is an official policy that there is a process to be followed. Kerry will speak with John DiNapoli to see what he could provide us to ensure that these issues are being addressed.

5. Department Updates - none

6. Town Manager Updates

A) Fleet Expansion Kerry would like to have staff present in case there are any specific questions. Noted that we have license renewals coming up for one of the board meetings of December.

OLD BUSINESS

1. Special Town Meeting Warrant Articles – Kerry provided the attached spreadsheet showing the changes in revenues and expenditures from the May town meeting.

a) FY2011 Budget Adjustment – looking at reducing Monty Tech assessment by \$2,096 and appropriate for remaining snow and ice deficit of \$51,100.02 and the ice storm deficit of \$143,591.49.

b) IBPO Contract – pass over – making progress but no way that anything will be ready.

c) Dispatcher's Contract – to be discussed in Executive Session

d) Summer Street Alternatives Analysis – would be appropriated from Free Cash

e) Police Special Detail Fund – IBPO have agreed on the amount of \$5,000.00 and this would be appropriated from Free Cash (requirement of the negotiated agreement). Kerry provided the board with historical data as to the level of activity in this account in a prior email. Board's concern is that the contractor should be paying according to progressive terms, should be COD. Kerry will check into this and get back to the board. Also noted that the School Custodian Detail Account; the School Custodial Detail Account is authorized under MGL Chapter 44, Section 53E ½. Revolving Accounts established under this provision of MGL need annual authorization [Town Meeting] and need to have a "not to exceed" cap established. These types of Revolving Accounts can only pay out what comes in and therefore cannot front any cash. The not to exceed cap established for this fund at the last Annual Town Meeting was \$25,000.

The Police Detail Account is authorized under MGL Chapter 44, Section 53C. This requires only a one-time authorization. The only other time Town Meeting action is needed is to make an initial appropriation and/or to change the appropriation. This type of account

can be over-expended up to the amount of the appropriation and therefore can front cash.

f) Purchase of Police Cruisers – appropriation would be \$29,000.00 from Free Cash and transfer \$18,716.51 from Salary Reserve appropriation for the purchase of two cruisers and no equipment. Kerry has spoken with the Police Chief and he is going to support the purchase of two at town meeting.

Kerry has a meeting with the Town Moderator for 5:00 PM on Monday to review the articles and go through the sequencing.

COMMITTEE APPOINTMENTS/REAPPOINTMENTS/RESIGNATIONS

1. Green Communities Task Force Alternate position; office has a Talent Bank form from Neil Sullivan and will forward to Task Force.

EXECUTIVE SESSION

1. M.G.L. Chapter 39, §23B(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the government's bargaining or litigation position. Also, to conduct strategy sessions in preparation for negotiations with non-union personnel; to actually conduct collective bargaining and contract negotiations with non-union personnel.

UPCOMING MEETING SCHEDULE

November 30, Special Town Meeting

December 7

Being no further business board voted unanimously to adjourn Regular Session at 9:45 P.M.

Respectfully submitted, Laura Williams, Chief Administrative Assistant Board of Selectmen

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN VANASSE HANGEN BRUSTLIN, INC. AND TOWN OF LUNENBURG

SUMMER STREET ALTERNATIVES ANALYSIS LUNENBURG, MASSACHUSETTS

VHB PROJECT NUMBER 99901.15 November 4, 2010

This Agreement is composed of Parts I and II. Part I includes compensation, details of the services to be performed and timing of the services. Part II (attached) contains the General Terms and Conditions of Agreement, which are the general terms of the engagement between the Town of Lunenburg hereinafter called the "CLIENT," and Vanasse Hangen Brustlin, Inc., hereinafter called the "ENGINEER."

PART I

COMPENSATION

 The total estimated compensation for performing the Scope of Services for Tasks 1 through 4, described in detail in the Scope of Services of this Agreement, is estimated below:

Fixed Labor Fee* Estimated Direct Costs Data collection (ATR's)	\$49,500.00 \$ 5,000.00 <u>\$ 1,500.00</u>
TOTAL ESTIMATED COST	\$56,000.00

- * Labor fee is defined as the fee for direct labor, overhead, and profit exclusive of direct costs.
- 2. The breakdown of the Fixed Labor Fee is as follows:

Phases	Fixed Labor Fees
 Field Reconnaissance Transportation Analysis and Assessment Streetscape Analysis and Assessment Project Meetings 	2,000.00 17,000.00 22,500.00 8,000.00
TOTAL FIXED LABOR FEE	49,500.00



- 3. The total Fixed Labor Fee for services rendered in Phases 1 through 4 will be invoiced monthly as a percentage of completion.
- 4. The ENGINEER will not exceed the total estimated cost as stated herein without the written approval of the CLIENT.
- All direct costs (reimbursable expenses) for items such as printing, reproduction, supplies, photography, transportation, mail, faxes, deliveries, telephone, ATR's will be invoiced to the CLIENT at cost. An initial upset limit for direct costs of \$5,000.00 has been established.
- 6. All schedules set forth in Part I of this Agreement begin upon receipt of a signed Agreement.

PERIODS OF SERVICE

- 1. The ENGINEER agrees to render services for Phases 1 through 4 within 12 months of the date of execution of this Agreement.
- 2. The specific period of performance, schedule, and compensation are subject to PART II GENERAL TERMS AND CONDITIONS, 3.0 PERIODS OF SERVICE.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN VANASSE HANGEN BRUSTLIN, INC. AND TOWN OF LUNENBURG

SUMMER STREET ALTERNATIVES ANALYSIS LUNENBURG, MASSACHUSETTS

VHB PROJECT NUMBER 11179.00 NOVEMBER 4, 2010

APPROVED FOR VANASSE HANGEN BRUSTLIN, INC. (ENGINEER)	APPROVED FOR TOWN OF LUNENBURG SELECTMEN (CLIENT)
By: John J. Bickard	Ву:
Tille: Kes. Office Mgs.	Ву:
Date: 11/5/10	Ву;
AGREEMENT REVIEW	Ву:
	Ву;
Project Manager Initials:	
Reviewer Initials:	Date: APPROVED AS TO AVAILABILITY OF FUNDS
	By:Town Accountant
	APPROVED AS TO FORM
	By: Town Counsel

SCOPE OF SERVICES

DESCRIPTION OF SERVICES

The following scope has been drafted to provide an alternatives analysis for various corridor configurations on Summer Street to address current deficiencies in traffic, pedestrian, and bicycle accommodations, as well as landscape and gateway features.

Specifically, VHB will develop conceptual design alternatives for the section of Summer Street between the Fitchburg City Limits and the Leominster City Limits, in Lunenburg to reduce pavement width, improve pedestrian and bicycle circulation, bring identity and character to Summer Street. The primary purpose of this analysis is to reduce the Summer Street roadway cross section, realign the roadway to better accommodate the adjacent land use, define vehicular access, pedestrian and bicycle mobility, recommend streetscape improvements that will enhance Summer Street while taking into consideration traffic flow through the area, cross walk locations, intersection and traffic control improvements, properly access and parking. The potential design for Low Impact Development (LiD's) and potential locations for Best Management Practices (BMP's) to accommodate stormwater will also be considered as part of this analysis.

The design development will include an evaluation of future traffic signals at Poplar Street, Youngs Road, and at Whalom Road.

PROJECT LIMITS

The project limits include Summer Street between the Fitchburg City Limits and the Leominster City Limits, in Lunenburg.

DESCRIPTION OF IMPROVEMENTS

The services described in this Agreement shall be performed in four (4) phases, which are described in detail below.

1.0 TASK 1: FIELD RECONNAISSANCE

- 1.1 <u>Base Mapping:</u> The Town will provide GIS base mapping to the ENGINEER for use for this project.
- 1.2 Right of Way Research: The ENGINEER will research the roadway layout within the project limits at the Registry of Deeds. Property owners along the corridor will be obtained at the Town Assessor's office.
- 1.3 Traffic, Pedestrian and Bicycle Data Collection: Two 48-hour weekday traffic counts will be taken using automatic traffic recorders (ATRs) along Summer Street in Lunenburg. This data will be used to gauge traffic fluctuation during the day, vehicle classification and travel speeds along the corridor, determine whether the study area has seen a change in traffic volume (based on a comparison with historical volume data), and identify whether installation of a traffic signal could be warranted as part of the Alternatives Analysis. ATRs will be installed on:
 - Summer Street at the Fitchburg City Line
 - Summer Street, west of Kingman Street



VHB will conduct weekday peak period (7:00 to 9:00 am and 4:00 to 6:00 pm) turning movement counts (TMCs) at the following three locations to determine the existing travel demands:

- Summer Street at Poplar Street
- Summer Street at Youngs Road
- Summer Street at Whalom Road

Counts will include vehicle classification, pedestrian volume, bicycle volume, and Identification of travel flow and patterns for all three transportation modes.

Additionally, VHB will compile and analyze crash data along the corridor for the most recent three-year period available through Registry of Motor Vehicle records (2006-2008) and identify common causes or patterns of crashes and existing conditions that are likely to lead to these crashes. Any unusual hazards in the corridor will be identified for all transportation modes. Crashes involving pedestrians and/or bicyclists will be highlighted to the extent that they are available. VHB will also request Lunenburg Police Department crash records from 2006 to the present. Local police records are generally more complete and are likely to have more information in reference to pedestrian and bicycle involvement in crashes.

2.0 TASK 2: TRANSPORTATION ANALYSIS AND ASSESSMENT

2.1 Existing Conditions Transportation Analysis: Based on the data collected in the task above, VHB will develop morning and afternoon/evening traffic volume networks that summarize the peak hour volumes at all locations. VHB will conduct level of service capacity analysis based on the 2000 Highway Capacity Manual (HCM) for the intersections identified for the morning and afternoon/evening peak hours.

Separate pedestrian/ bicycle travel networks will also be prepared. VHB will compare traffic and pedestrian volumes at study area intersections during school dismissal and the traditional evening commuter peak hour and work with the Town to determine which peak hour should be evaluated. Pedestrian levels of service will also be provided in accordance with the HCM. Bicycle traffic will be qualitatively assessed.

- 2.2 <u>Future Conditions (2020):</u> VHB will estimate 10-year (2020) future traffic volumes for the morning and afternoon/evening peak hours. These volumes will be developed by factoring existing conditions volumes to include normal area growth and traffic associated with planned projects for the area. Background growth rates will be determined based on historical traffic volume data for this area and/or previous studies. VHB will contact state, local, and municipal planning officials to identify relevant nearby development projects. The future volumes will be assessed at all study area intersections and documented in the same manner as described above.
- 2.3 Based on the existing and future technical analyses and input from municipal stakeholders, VHB will develop up to three (3) cross-section improvement alternatives for the Summer Street corridor in accordance with the MassDOT 2006 Highway Design Guidebook. The operational impacts of each alternative as it relates to vehicular, pedestrian, and bicycle traffic will be evaluated. All cross-



section improvement alternatives will include recommendations for sidewalks and bicycle accommodations. Cross-sectional options may also include:

- · A raised median along Summer Street
- One or two travel lanes per direction
- Realignment of the roadway so that it is offset within the right of way, using the remaining area for landscaping opportunities
- A center two-way left-turn lane
- Access management strategies (Note: if access management strategies become a viable alternative meriting further study, additional data collection at driveway locations along the corridor will be necessary.)

Two meetings are assumed as part of this task to review alternatives analysis and findings with the Town.

VHB will use generally accepted analytical tools and methods and document quantitatively how improvement options affect operations along the corridor and at study area intersections. This includes conducting traffic signal warrant analyses at unsignalized study area intersections to determine if traffic signals are warranted and could be considered as part of an improvement alternative. Although improvement alternatives are not anticipated to require land takings, if necessary VHB will identify locations of proposed land takings. VHB will also evaluate how improvements along the corridor may affect local streets in the study area and make recommendations to prevent traffic from diverting to the local street system. Finally, VHB will prepare conceptual cost estimates for each improvement alternative.

Documentation

VHB will advise the Town of the functional advantages and disadvantages of each improvement alternative. It is anticipated that this information will be presented in a matrix format. VHB will develop a draft report and concept improvement plan summarizing the findings and recommendations for the Town's review and comment. The draft report and executive summary will include descriptions of the improvement options and the process for evaluating the various improvement alternatives. The benefits and negative aspects of each alternative will be discussed with evaluations, back-up data, and a description of the employed methodology and rationale. VHB will meet with the Town to review recommended improvements. Following review, VHB will address comments and finalize the report.

3.0 TASK 3: STREETSCAPE ANALYSIS AND ASSESSMENT

- 3.1 Site Assessment VHB will conduct a site reconnaissance to observe, document and create a photographic log of existing conditions as they relate to the existing layout and streetscape of Summer Street. Conditions of curbing, walkways, crosswalks, bicycle facilities, furnishings, plantings, street lighting, access, abutting land uses and overhead utility lines within the Summer Street right of way will be annotated on the survey base plan. VHB landscape architects will also identify key observed streetscape opportunities and design constraints. This work will be done in coordination with that of VHB transportation engineers.
- 3.2 <u>Alternative Concept Plans</u>. VHB will develop up to three (3) Alternative Concept Plans combining streetscape and roadway layout options for the Summer Street corridor. These will be prepared by preparing an overall key plan of the Summer



Street corridor along with hand drawn trace Alternative Concept Plan Entargements of key representative sections and gateways along Summer Street. This work will be performed in coordination with that of VHB transportation engineers. The alternatives may include such features as:

A raised median along portions of Summer Street

- Realignment of the roadway so that it is offset within the right of way, using the remaining area for landscaping opportunities
- A center two-way left-turn lane
- · One or two travel lanes per direction
- Landscape opportunities within and immediately adjacent to the public right of way

VHB will attend meetings with the Town as well as public meetings to review the Streetscape Alternative Concept Plans. VHB will employ visual aids including PowerPoint presentations and illustrative boards to familiarize the public with design features and recommended plant and hardscape materials such as specialty pavements for walkways and crosswalks, corridor furnishings, lighting and other features.

VHB will advise the Town of the functional advantages and disadvantages of each streetscape improvement alternative. VHB will then work with the public to identify the key features of the various alternatives which are complimentary and desirable towards incorporation in the Final Streetscape Concept Plan. VHB will prepare order of magnitude conceptual estimates of probable costs for each of the Streetscape Alternative Concept Plans to allow for comparison of value received for the different design and material selections presented.

Final Streetscape Concept Plan. VHB will prepare a Final Streetscape Concept Plan based upon the combination of improvements agreed upon at the conclusion of the Task 2 review of three streetscape concept alternatives. This will be prepared utilizing the overall key plan of the Summer Street corridor combined with computer enhanced plan renderings of the agreed upon key representative sections and gateways along Summer Street. Additionally, VHB will prepare three color rendered perspective views of agreed upon key sections and gateways along with photos of the existing views at these locations for comparison purposes. VHB will prepare order of an order of magnitude estimate of probable costs for the Final Streetscape Concept Plan.

VHB will attend a meeting with the Town as well as a public meeting (see Task 4.0 below) to review the Final Streetscape Concept Plan. Following review, VHB will address minor comments and finalize the plan.

VHB will employ visual aids including a PowerPoint presentation and illustrative boards to convey the design intent and recommended material selections at the meetings. The PowerPoint presentation will also be made available as both an electronic file and a final bound document including a memorandum summarizing findings to the Advisory Committee.

4.0 TASK 4: PROJECT MEETINGS

Various meetings are required throughout the design process. The meetings anticipated for this project are outlined below for the purpose of developing a budget.



VHB will meet with the Town during the course of work for the purpose of coordination:

- 1. Attendance at two (2) Town Selectman's meetings
- 2. Attendance at one (1) Public Stakeholders Meeting during the Task 3.0 Final Streetscape Concept Plan phase.
- 3. Attendance at two (2) meetings with the Director of Public Works and the Town Manager to discuss the project.

Meetings additional to those listed above where VHB representation is requested by the client will be performed on a time and materials basis upon verbal authorization by the client.

5.0 SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- 5.1 Design beyond conceptual level.
- 5.2 Environmental services and Historic permitting

Should services be required in these areas, or areas not previously described, the ENGINEER will prepare a proposal or amendment that contains the Scope of Services, Compensation, and Schedule to complete the additional services.

Town of Lunenburg AGGREGATION PLAN

Community Choice Power Supply

For additional information contact:

Town of Lunenburg 17 Main Street Lunenburg, MA 01462

Telephone: (978) 582-4144 Fax: (978) 582-4148 Colonial Power Group, Inc. 277 Main Street Marlborough, MA 01752

Telephone: (508) 485-5858 Fax: (508) 485-5854

Purpose of the Aggregation Plan

The Town of Lunenburg developed this Aggregation Plan in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town's plan. The Aggregation Plan has been developed in consultation with the Massachusetts Division of Energy Resources (DOER).

The purpose of this aggregation plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in Lunenburg to negotiate the best rates for the supply of electricity and to advance consumer protection for the residents and businesses of Lunenburg. It brings together the buying power of more than 4,000 rate-paying customers. Participation is voluntary for each individual consumer. Individual consumers have the opportunity to decline service provided through the Plan and to choose any electric supplier they wish.

The Plan provides: 1) an option to join together for purchase of power supply at stable rates; 2) an opportunity for professional representation at the state level and in regional or local forums as the electric industry continues in a restructured marketplace.

The Town of Lunenburg has distributed this plan for public review prior to submitting it to the Department of Public Utilities ("DPU" or "Department").

CONTENTS

- 1.0 The Process of Aggregation
- 2.0 The Organizational Structure and Operations of the Town's Plan
- 3.0 Program Funding
- 4.0 Activation and Termination of the Power Supply Program
- 5.0 Methods for Entering and Terminating Agreements with Other Entities
- 6.0 Rate-setting and Other Costs to Participants
- 7.0 Universal Access
- 8.0 Equitable Treatment of All Classes of Customers
- 9.0 Reliability
- 10.0 Rights and Responsibilities of Community Choice Power Supply Program Participants
- 11.0 The Consequences of Aggregation
- 12.0 Requirements Established By Law or the Department Concerning Aggregated Service

REQUIREMENTS FOR MUNICIPAL AGGREGATION

The Massachusetts Electric Industry Restructuring Act of 1997 contains several requirements for municipal aggregators. One requirement is to develop an Aggregation Plan in consultation with the Massachusetts Division of Energy Resources. The Aggregation Plan is subject to review by citizens in the participating Town, and approval by the Department of Public Utilities. Under the law [M.G.L. c 164, section 134], there are twelve requirements to be described in the Aggregation Plan.

1.0 THE PROCESS OF AGGREGATION

The process of municipal aggregation involves a multi-step public process:

- 1.1 Vote of Board of Selectmen to become a Public Aggregator
- 1.2 Letter of Authorization signed by Town Manager
- 1.3 Town representatives participate in Community Choice Power Supply Plan development
- 1.4 Review of Aggregation Plan by Town Manager, Board of Selectmen and citizens
- 1.5 Public Hearing on Aggregation Plan
- 1.6 Aggregation Plan to Board of Selectmen for acceptance vote, conditioned on DPU approval and final signing
- 1.7 Negotiation of Electric Service Agreements (ESAs), without price terms, with qualified, interested suppliers
- 1.8 ESAs reviewed by Town Manager and Town Solicitor
- 1.10 Aggregation Plan submitted to DPU for approval
- 1.11 After DPU approval, selection of date to receive price terms from qualified suppliers
- 1.12 Selection of supplier by Town Manager
- 1.13 The Town of Lunenburg shall approve the final supply contract (final signing of ESA by Town Manager)
- 1.14 Notification of Eligible Consumers of automatic enrollment

- 1.15 Opt-out period begins 30 days prior to first day of service
- 1.16 Administrative transfer of Participating Consumers to new supplier(s)
- 1.17 File contract and report with state (DPU, DOER, Inspector General) within 15 days of signing contract.

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

2.0 THE ORGANIZATIONAL STRUCTURE AND OPERATIONS OF LUNENBURG'S AGGREGATION PROGRAM

This section will detail how the Town will organize the daily operations of the Plan and assign responsibility to each party.

The Town of Lunenburg is led by a five person Board of Selectmen. Daily Operations are seen by Town Manager.

Jointly, the Town Manager and Board of Selectmen are responsible for establishment of the policies and development of the Aggregation. The operational role of the Town and its agent in relation to consumers is outlined and described in the following pages.

There are six operational levels to the Town's Community Choice Power Supply Program as described in section 2.1.

Town of Lunenburg Aggregation Plan Operational Outline

2.1 Description of Operational Levels

Level One: Consumers

The citizens of Lunenburg and Lunenburg consumers hold the ultimate authority over the aggregation and its functions. They can elect candidates for Town Manager and Board of Selectmen, who may take positions regarding the aggregation. They can express their views to their local Selectmen. They can participate in local and regional meetings and hearings regarding issues related to restructuring in general and the aggregation of Lunenburg in particular. And they can attend meetings to express their views. (Also see Consumer buying power at Level Six below.)

Level Two: Board of Selectmen

Based upon its existing authority, or authority provided by voters at Town elections, the Board of Selectmen may act on program and policy issues and contract recommendations. In addition, it may provide instructions to the town's agent regarding specific policy or program decisions to be made under the aggregation plan. It may also raise issues directed to it by consumers for the Town to address.

Level Three: Town Manager

The Town Manager carries out the collective decisions and instructions of the Board of Selectmen and consumers.

Level Four: Colonial Power Group, Inc. (CPG)

As the agent for the Town, CPG provides the day-to-day management and supervision of the business affairs of the aggregation under a Contract Agreement. CPG serves as the Town's procurement agent, utilizing its existing staff to solicit services as requested by the Town. In addition, CPG provides office and meeting space and administrative support to coordinate the aggregation's operations. This administrative support includes: 1) communications; 2) program development; 3) record-keeping; 4) oversight of program administrators and professional consultants who assist in service procurement and contract oversight and maintenance.

Level Five: Service Suppliers

Power suppliers contract with Lunenburg through its Town Manager and Board of Selectmen. The power supply program is negotiated, recommended, and monitored for compliance by CPG. No power supply contract is binding until approved by the Town Manager and Board of Selectmen.

Level Six: Consumers

Every Eligible Consumer in Lunenburg may participate in the Town's aggregation program. All Eligible Consumers will also have the ability to decline supply service through the Competitive Supplier and choose any other power supply option they wish. Consumers who are dissatisfied with services provided under contracts negotiated by the Town may also communicate directly with the Supplier or CPG in an effort to alter or otherwise improve service. Consumers may also bring issues before the Board of Selectmen. (See Level One above.)

2.2 Program Operations

The plan's operations are guided by the provisions and goals contained in Board of Selectmen Order Nos. xx and xx, and the instructions and decisions of the Town Managers office, CPG, and consumers.

The goals of this aggregation plan are:

- 1) To provide the basis for aggregation of consumers on a non-discriminatory basis;
- 2) To provide stability for the market rate for electricity supply;
- 3) To acquire the best market rate for electricity supply and transparent pricing;
- 4) To provide equal sharing of economic savings based on current electric rates and/or cost-of-service rate-making approved by the Department of Public Utilities;
- 5) To provide and enhance consumer protection and options for service under contract provisions and to allow those consumers who choose not to participate to opt-out;
- 6) To encourage environmental protection through contract provisions;
- 7) To provide full public accountability to consumers; and
- 8) To utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

2.3 Programs of the Plan

The Town offers one program to achieve its goals: the Town of Lunenburg Community Choice Power Supply Program. In addition, the Plan provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

2.3.1 Town of Lunenburg Community Choice Power Supply Program

The Community Choice Power Supply Program is designed to stabilize and/or reduce the amount consumers pay for electric energy, and to gain other favorable economic and non-economic terms in service contracts. The Town does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the Town develops a contract with a power supplier for firm, all-requirements service. The contract runs for a fixed term. The process of supply contract approval contains checks and balances. Once the contract has been negotiated by the Town's agent, it must be submitted to the Board of Selectmen and Town Manager for approval. It must also be submitted to the Massachusetts Department of Public Utilities for approval. And lastly, individual consumers may opt out of the program, and select Basic Service from Unitil Corporation or supply from any other supplier they wish at any time before or following their enrollment in the Town's Community Choice Power Supply Program (See section 4.1.7 for more detailed information on the opt-out process.) No individual consumer is required to receive service under the Town's contract.

2.3.2 Professional Representation

As the electric industry continues in its transition, it is essential for Lunenburg consumers to have technical and legal support to represent their interests in selected state proceedings, and in negotiations with Competitive Suppliers.

2.4 Staffing and Manpower for Programs

The operations necessary to plan, deliver, and manage the Town's program include: 1) technical analysis; 2) competitive procurement of services; 3) regulatory approvals; 4) accounting and fiscal management; 5) contract maintenance; 6) communications; 7) program coordination, and; 8) administrative support for the Community Choice Power Supply Program. The Town intends to utilize CPG as the professional, technical, and legal consultants to operate the program. At no cost to the Town, CPG will be responsible for monitoring all aspects of the aggregation plan and any resulting contractual agreements, including but not limited to monitoring and reporting on compliance with all contract terms and conditions; resolution of contract issues; implementation of the "optout" process for customers; participation in negotiations with the distribution company serving the Town as it relates to the implementation of the Aggregation Plan; preparation of reports on the Aggregation Plan, as directed; and routine updates and attendance at meetings with the Town Manager and Board of Selectmen.

The Community Choice Power Supply Program has been developed on behalf of the Town by CPG with the support of technical consultants and legal counsel. Once a contract for power supply has been secured by CPG, CPG will use technical consultants and legal counsel to administer the Community Choice Power Supply Program at no cost to the Town.

At no cost to the Town, CPG will use technical and legal advisers to undertake negotiations with Competitive Suppliers and provide representation at the state level as needed, at the direction of the Town Manager and Board of Selectmen. The terms and conditions of any contract for power supply are subject to review by the Town Council, as well as by any outside legal counsel which may be selected by the Town, and are further subject to the Town Council's approval as to legal form.

3.0 PROGRAM FUNDING

Initial funding for Town's Community Choice Power Supply Program comes from private capital supplied by Colonial Power Group, Inc. (CPG). The Electric Supply Agreement with a Competitive Supplier will include a maximum of \$0.001/kWh adder that will be paid by the Competitive Supplier to CPG. The \$0.001/kWh maximum adder will fund the on-going costs of the Community Choice Power Supply Program. The start-up costs, to be borne by CPG, include costs for legal representation, public education, communications, and mailing costs.

4.0 ACTIVATION AND TERMINATION OF THE POWER SUPPLY PROGRAM

4.1 Activation of the Community Choice Power Supply Program

Following the process of aggregation and competitive procurement of a proposed contract by the Town of Lunenburg, activation of the Community Choice Power Supply Program requires six steps:

- 1) DPU approval of the plan.
- 2) Acceptance of the supply contract by the Town Manager
- 3) Town of Lunenburg approval of the final supply contract (final signing of ESA by Town Manager).
- 4) Notification of Eligible Consumers of pending automatic enrollment in the Community Choice Power Supply Program.
- 5) Automatic enrollment of all Eligible Consumers (excluding those who opt out prior to service start-up deadlines), and voluntary enrollment of those receiving competitive supply from another provider that they wish to terminate.

6) Activation of Participating Consumers' service on billing cycle dates.

Each of these steps is described below:

4.1.1 Acceptance of the Contract by Board of Selectmen and Town Manager

All power supply contracts negotiated on behalf of the Town shall be expressly conditioned upon the acceptance of the contract by the Town Manager. Suppliers and power supply contracts must comply with all applicable laws and rules and regulations promulgated by the Department of Public Utilities concerning competitive suppliers.. The Supplier must have in place an executed Competitive Electric Supplier Service Agreement with Fitchburg Gas and Electric Light Company d/b/a Unitil before service can commence to any Participating Consumer under the Community Choice Power Supply Program. All EDI testing between the Supplier and Unitil also must be completed before service can commence to any Participating Consumer under this Program. Further, nothing in the Community Choice Power Supply Program, nor its contract with the Town, shall abrogate the Competitive Supplier's responsibilities and adherence to the Fitchburg Gas and Electric Light Company's Terms and Conditions for Competitive Suppliers.

4.1.2 DPU Approval of Power Supply Contract and Plan

The Town shall file its certificate of vote, the contract and aggregation plan with the Department of Public Utilities. The DPU is required to hold a public hearing on the plan.

4.1.3 Signing of Power Supply Contract by the Board of Selectmen and Town Manager

Following the approval of the Department of Public Utilities, the Board of Selectmen and Town Manager may sign or reject the contract. With the signing of the contract by the Board of Selectmen and Town Manager, the terms and conditions in the contract will be utilized for service for Eligible Consumers within the municipal boundaries of Lunenburg, except for those consumers who have selected a competitive supplier prior to the contract activation date and do not wish to switch to service under the Town's contract, or those consumers who affirmatively opt out of the program. In addition, all Eligible Consumers relocating to the area will be enrolled in the Town's Community Choice Power Supply Program one month after their delivery account is set up with Unitil Corporation, unless they choose another supplier, or opt-out prior to or following activation of service.

The Town shall file with the DPU, DOER, and Inspector General, within 15 days of signing by the Board of Selectmen and Town Manager, the signed power supply contract and a report detailing the process used to execute the contract.

4.1.4 Notification of Consumers

Following approval of the contract by the DPU, the Supplier shall undertake notification of all Eligible Consumers on Basic Service to be enrolled prior to enrollment. The Town may also generally notify all consumers receiving competitive service in Lunenburg of their eligibility to receive power from the Town's supplier. The process of Notification shall be multi-layered: 1) a mailing to be mailed by the Supplier; 2) newspaper notices; 3) public service announcements; 4) posting of notices in Town Hall. Unitil Corporation reserves the right to include bill messages or to send a separate mailing pertaining to the Community Choice Power Supply Program—. All notification expenses, except those undertaken by Unitil, shall be borne by the Supplier.

Prior to enrollment, this notification shall: 1) inform consumers they have the right to opt out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service; 2) prominently state all charges to be made and a comparison of the price and primary terms of the Town's contract compared to the price and terms of Unitil Corporation's Basic Service; 3) explain how to opt out; 4) provide written notification if any charges associated with the opt-out will be made by the Supplier.

4.1.5 Notification of Unitil Corporation

Along with notification of Eligible Consumers in the Town of Lunenburg, the Town shall notify the selected Supplier and Unitil Corporation to begin preparation of the administrative process to transfer Eligible Consumers coincident with each customer's billing cycle. Alternatively, or in combination with the Town notification, the selected Supplier may notify Unitil Corporation to begin preparation of the administrative process.

4.1.6 Activation of Customer Service

The process of activation is an administrative function with three parts: 1) Data preparation: Unitil Corporation will identify all customers on Basic Service in Lunenburg by eliminating those customers who have already selected a competitive supplier; 2) Automatic Enrollment: All verified customers shall be transferred to the Town's supplier coincident with Unitil Corporation's billing periods, unless they have previously notified that supplier of their intent to opt out according to established deadlines. Eligible Consumers will be enrolled with the new supplier over the period of one month. Per the DPU rules 220 CMR 11, section 10d, Unitil Corporation shall shall inform a Customer when Generation Service for the Customer has been initiated by a Competitive Supplier, along with information on how the Customer may file a complaint regarding an unauthorized initiation of Generation Service. This information shall be included on the first Distribution Company Bill rendered to the Customer after such initiation.

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4.1.7 Customer Opt-Out

Eligible Consumers may opt out of service from the Town's Community Choice Power Supply Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Residential Participating Consumers may provide notice to the Supplier or Unitil Corporation on any business day. Service shall be terminated within two (2) business days. A Commercial Participating Consumer Customers who seekseeks to return to Basic Service should provide notice to the supplier and/or Unitil Corporation three (3) five (5) or more business days before their next scheduled meter read date.

. Participating Residential customers will be transferred to Basic Service in two (2) business days. Participating Commercial and Industrial Consumers customers will be transferred to Basic Service at after their next meter read date provided the meter read date is at least two (2) business days after Unitil Corporation is notified of the transfer. There shall be no charge for returning to Basic Service in this manner. Further opportunities for customer opt-out may be negotiated by the Town and the competitive power supplier and included in the terms of the contract presented to the DPU, the Board of Selectmen, the Town Manager, and made part of the public information offered to each consumer.

4.2 Termination of the Power Supply Program

The Community Choice Power Supply program may be terminated in two ways:

- 1) Upon the termination or expiration of the power supply contract without any extension, renewal, or subsequent supply contract being negotiated;
- 2) At the decision of the Board of Selectmen and Town Manager to dissolve the Community Choice Power Supply Program.

Each individual customer receiving power supply service under the Town's Community Choice Power Supply Program will receive notification of termination of the program ninety (90) days prior to such termination.

In the event of contract termination, consumers would return to Unitil Corporation's Basic Service or choose a competitive supplier.

5.0 METHODS FOR ENTERING AND TERMINATING AGREEMENTS WITH OTHER ENTITIES

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the aggregation shall comply with the requirements of the Town's charter, and state and federal laws. Where required, the procedures outlined in MGL

Chapter 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

6.0 RATE-SETTING AND OTHER COSTS TO PARTICIPANTS

The Town of Lunenburg will offer the Community Choice Power Supply Program at rates and terms to be negotiated with competitive power suppliers. All supplier charges to the customer will be fully and prominently disclosed under the notification process.

Unitil Corporation shall continue to provide metering, billing, and maintenance of the distribution system as authorized by the Massachusetts Department of Public Utilities (DPU).). a regulated monopoly function until such time as the Massachusetts Department of Public Utilities (DPU) determines it is in the interest of consumers for these services to be provided differently. Charges for metering, billing and other distribution services shall be regulated by the DPU, unless otherwise provided for in law. or DPU rules and regulations.

6.1 Rates and Rate-setting

Under DPU approval orders, the utility local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates generally include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a customer bill. (See sample bill in section 6.3 below.) Although the Town, or its agent, shall participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the DPU.

The focus of the Town, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the consumer bill as the "generation charge." As noted earlier, the price in the contract will be subject to DPU examination and approval, as well as approval by the Board of Selectmen and Town Manager.

It is anticipated that the competitive bid process will seek prices that will differ among the customer classifications established by the local distribution company's tariffs. The terms and conditions of service may also vary among customer classifications. The Town retains the right to reject some or all of the bids received for any and all customer classifications.

6.2 Other Costs to Consumers

Community Choice Power Supply Program funding will be derived from a maximum of \$0.001/kWh commission fee payable by the Supplier to Colonial Power Group, Inc. Department of Public Utilities approval of such a charge would be sought to the extent that such approval is required.

6.3 Customer Billing

The Supplier will notify Unitil that it desires "Standard Complete Billing Service.' and will furnish a rate for each Rate Code. Customer billings under the Town's Community Choice Power Supply Program will be made by the Supplier under contract and shall be incorporated into the standard monthly utility billing. The bill shall include a clear delineation of all distribution regulated and generation non regulated charges. Participating Consumers will receive a "standard complete bill" that incorporates the power supply charge and Unitil Corporation's distribution charges on a single sheet.

The typical residential "complete bill" for use of 500 kilowatt hours shows the following charges for Unitil Corporation's Basic Service in June 2010:

Delivery Services					
Customer Charge	4				\$ 5.29
Distribution Charge	\$.05322	X	500	KWH	\$26.61
Transition Charge	\$.02751	X	500	KWH	\$13.76
Transmission Charge	\$.01734	X	500	KWH	\$ 8.67
Energy Conservation Charge	\$.00251	X	500	KWH	\$ 1.25
Renewable Energy	\$.00049	X	500	KWH	\$.25
Total Delivery Services			,		\$55.83
Supplier Services			·		
Generation Charge			٠		
Basic Service-Fixed	\$.08150	X	500	KWH	\$40.75
Total Cost of Electricity			÷ .		\$40.75
Total Current Balance					\$96.58

7.0 UNIVERSAL ACCESS

"Universal access" is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. The Commonwealth of Massachusetts Division of Energy Resources "Guide to Municipal Electric Aggregation in Massachusetts" has defined universal access to mean "electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income." The Guide also provides that a municipal aggregation plan meets the requirement of universal access "by giving all consumers within its boundaries the opportunity to participate, whether they are currently on . . . Default Service or the supply service of a Competitive Supplier." For the purposes of the Town's Community Choice Power Supply Program this will mean that all existing Eligible Consumers within the borders of Lunenburg and all new Eligible Consumers in Lunenburg shall be eligible for service from the contracted supplier under the terms and conditions of the supply contract. Item one of the Town's goals as indicated in 2.2 above is: "To provide the basis for aggregation of consumers on a non-discriminatory basis."

Service under the Town's Community Choice Power Supply Program shall include customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all suppliers shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Existing Eligible Consumers in the Town of Lunenburg shall be transferred to the Lunenburg Community Choice Power Supply Program unless they have already contracted with a Competitive Supplier, or affirmatively opt out of the program.

Low-income Eligible consumers shall remain subject to all existing provisions of DPU and state law regarding their rights to return to Basic Service and participate in the Community Choice Power Supply Program as well.

New Eligible Consumers in the service territory shall be automatically enrolled in the Community Choice Power Supply pProgram one month after establishing delivery service with Unitil Corporation. However, any new Eligible Consumer will be informed via direct mail of the right to opt-out of the Community Choice Power Supply Program before commencing service. New customers will retain the right to opt out any time after the commencement of Community Choice Power Supply Program service.

8.0 EQUITABLE TREATMENT OF ALL CLASSES OF CUSTOMERS

All customers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Supplier; be provided all required notices and information; and always retain the right to opt out of the Town's Community Choice Power Supply Program as described herein. or to switch suppliers. The requirement of equitable treatment of all customers does not, however, require that all customer rate classes be offered the same pricing or terms and conditions. To impose such an interpretation to the

statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to customer rate classes with widely disparate characteristics would have the inevitable effect of giving some customer rate classes more favorable service than others. The implementation of the Community Choice Power Supply Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among customer rate classes.

9.0 RELIABILITY

"Reliability" in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Community Choice Power Supply Program at several levels: 1) through provisions of the power supply contract that will include language on reliability of supply, liability and damages provisions; 2) through traditional proceedings related to Unitil Corporation's regulated transmission and distribution services; 3) through direct discussions with Unitil Corporation concerning specific or general problems related to quality and reliability of transmission and distribution service.

10.0 RIGHTS AND RESPONSIBILITIES OF POWER SUPPLY PROGRAM PARTICIPANTS

10.1 Rights

All Community Choice Power Supply Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. Under protocols developed by the Department of Public Utilities, problems related to billing or service shall be directed to the appropriate parties. All program participants shall also enjoy the individual right to decline participation in the Town's Community Choice Power Supply Program as noted in the description of the "opt-out" in section 4.1.7 above.

10.2 Responsibilities

All Community Choice Power Supply Program participants shall meet all standards and responsibilities required by the DPU, including payment of billsings. Nothing in this Community Choice Power Supply Program shall abrogate the utility's responsibilities as defined in its General Terms and Conditions for Distribution Service nor shall it abrogate the Participating Consumer's responsibilities under the same General Terms and Conditions for Distribution Service.

and access to essential metering and other equipment to carry out utility operations.

11.0 THE CONSEQUENCES OF AGGREGATION

Municipal aggregation functions under the restrictions of state law and carries a range of results and consequences:

11.1 Consumer Option to Participate in Competitive Market

Many individual consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits.

11.2 Consumer Ability to Opt Out and Choose Another Supplier

Because the law guarantees the right to opt out, including the right to choose Basic Service at no charge, all Eligible Consumers have the right to select a supplier other than the one chosen by the Town Manager and Board of Selectmen.

11.3 Indemnification of Consumers and Risk Associated with Competitive Market

In a competitive market it is possible that the failure of a power supplier to provide supply service may result in the need for consumers to acquire alternative power supply, or for consumers to receive power at Basic Service prices. The Town will seek to minimize this risk by recommending only reputable suppliers who demonstrate reliable service. The Town also intends to include conditions in its contract with a supplier that will indemnify consumers against risks or problems with power supply service.

11.4 Other Consumer Protections

The Town intends to negotiate a range of provisions in its contracts to enhance consumer protection. The Town also intends to work with Unitil Corporation and the DPU to assure improvement in the reliability of transmission and distribution services.

12.0 REQUIREMENTS ESTABLISHED BY LAW OR THE DEPARTMENT CONCERNING AGGREGATED SERVICE

The Town fully intends to comply with the requirements of law and the rules of the DPU.

				\$ (29,283.49)	Appropriated in Article 7 11/30/10 STM (Police Cruisers)
)	မာ	Appropriated in Article 5 11/30/10 STM (Police Detail Account)
				s) \$ (56,000.00)	Appropriated in Article 4 11/30/10 STM (Summer St. Alt. Analysi
)	_	Appropriated in Article 1 11/30/10 STM (Amend FY11 Budget)
				\$ 239,841.00	Certified Free Cash
			-	с я	Surplus/(Deficit)
				\$ 326,941.51	
on)	M (Salary Reserve Appropriation)	\$18,716.51 Article 14 5/1/10 ATM	\$18,716.51 Artic		
	i	Cash	\$29,283.49 Free Cash	\$ 48,000.00	Artilce 7 - Police Cruisers
			Free Cash		Article 5 - Police Detail Account
			Free Cash	\$ 56,000.00	Article 4 - Summer Street Analysis
Athletic Facility)	1/10 STM/FY10, Paydown on Athletic Facility	Raise & Appropriate (Article 1 5/1	Raise & Appropri	\$ 19,000.00	Paydown on Athletic Facility Ban
	\$2,896.00 Art 14 5/1/10 ATM (Monty Tech Assessment)	4 5/1/10 ATM (Mc	\$2,896.00 Art 12		
		e Cash	\$140,695.49 Free Cash	\$ 143,591.49	Ice Storm Deficit
		Cash	\$8,862.02 Free Cash		
		se & Appropriate	\$42,238.00 Raise & Appropriate		Snow & Ice Deficit
			Raise on Recap		Choice/Charter Assessments
			(1,695.00) Raise on Recap		State & County Assessments
			12,300.00) Raise on Recap	\$ (12,300.00)	Cherry Sheet Offsets
					Expenditures
				\$ 326,941.51	
	6,941.51	\$326		\$ 18,716.51	Art 14 5/1/10 ATM (Line 13A Salary Reserve Appropriation)
					Art 14 5/1/10 ATM (Line 80 Monty Tech Assessment)
Artilce 14 5/1/10 ATM (Salary Reserve Appropriation)	716.51	\$ 18	Local Receipts	\$ 69,060.00	Local Receipts
Article 14 5/1/10 ATM (Monty Tech Assessment)	896.00	l		\$ 239,841.00	Free Cash (Amount certified \$239,841)
	841.00	\$239	Cherry Sheet	(47,749.00)	Cherry Sheet Revenue
	250.00	G	Tax Levy	\$ 1,942.00	Change in Excludable Debt
0		\$ 61	Tax Levy	\$ 38,732.00	New Growth Estimate
			Tax Levy	\$ 85.00	Change in 2.5% increase
			Tax Levy	\$ 3,418.00	Change in Prior Year Limit
					Revenues
				יטמור	Change in Projection from 5/1/19 A living Flesein